

INVITATION TO TENDER No AO/015/18

PHYSICAL SECURITY SERVICES AND SUPPLIES

ANNEX II

TECHNICAL SPECIFICATIONS

PHASE 1

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1 INTRODUCTION

The European Union Intellectual Property Office (EUIPO), henceforth 'the Office', is the office for the registration of trade marks and designs in the European Union. The Office works closely with the national intellectual property offices across the EU Member States, with various international offices, and with the European Commission on a wide range of issues involving proprietors and users of intellectual property rights.

The Office's mission is to manage the EU trade mark and EU design registration systems. To that end, the Office carries out examination, registration, opposition and cancellation procedures for EU trade marks and examination, registration and invalidity procedures for registered EU designs.

The Office ensures cooperation and harmonisation with EU National Offices and with the main non-EU intellectual property offices, including its partners in the Trilateral Offices and at WIPO. The Office thus has close relations with the main user organisations, some of which hold the status of observer in the administrative departments of the Office.

The ultimate aim of these activities is to benefit users of the EU trade mark and national trade mark systems by promoting close collaboration between offices in terms of intellectual property procedures and tools.

To fulfil its mission, the Office must be a quality-focused, streamlined, flexible, accessible, efficient and profitable organisation.

More information on the Office can be found at <https://euipo.europa.eu/ohimportal/es/>.

2 PURPOSE AND SCOPE OF THE CONTRACT

2.1 Purpose of the Contract

The purpose of this tender is to formalise framework contracts in cascade, for the provision of security services of the highest quality and the supply of high-tech security equipment, for all the buildings and personnel of the Office and for events organised by the Office regardless of location, at any geographical site.

This document is a shortened version of the technical specifications. The full version will be delivered to tenderers who pass the first phase of the procedure, during the second phase.

2.2 Scope of the Contract

The framework contract covers the physical security services, supply, installation, operationalisation, maintenance of security equipment or specialist advice required for the Office's activities, mainly at its headquarters in Alicante, located at Avenida de

Europa 4, but also anywhere else in Spain, Europe and the world where EUIPO may carry out its activities.

During the term of the contract, any service related to the protection and security of the personnel and facilities of the Office may be requested, even if not explicitly specified in this document.

The services will be provided mainly in the facilities of the Office (see point 3); however, the Office may request the provision of the services covered by this contract at any other location in the world. In the event that the Office requests that the Contractor provide the services covered by the framework contract anywhere other than its buildings in Alicante (current or future), the procedure described in point 7.4 of these specifications will apply.

The services that may be provided are split into two types and include operational services and additional services related to the protection and security of personnel and facilities. The Office reserves the right to choose one or the other depending on requirements.

Operational services are the services normally provided and consist of:

1. Security services: security guard services
2. Supply, installation and operationalisation of new security equipment, such as:
 - a. System for access control or integration of new technologies
 - b. CCTV system
 - c. Digital video surveillance recording system
 - d. Intruder detection systems
 - e. Office key system
 - f. Security management systems for the control room
 - g. Security cabinets
 - h. Electronic cabinets for security key management and control
 - i. Scanning devices
 - j. Licence plate recognition system
 - k. Biometric systems
3. Preventive and corrective maintenance of security equipment
 - a. Preventive maintenance
 - b. Corrective maintenance

Additional services are services that are provided on an occasional basis. They may be any other service relating to security not explicitly specified in these specifications, as long as they are not covered by other Office contracts. Such additional services may consist of, for example:

1. Consultancy on security

2. Special services described in Commission Decision (EU, Euratom) 2015/443 of 13 March 2015 on Security in the Commission¹
3. Database queries

2.3 Procedure for contracts in cascade

The cascade mechanism applies to framework contracts. In the event that the cascade mechanism is triggered, the following rules will apply:

1. In all cases, the Office will specify the services required and will establish a maximum time limit for the response.
2. The services will always be requested first from the contractor who was awarded the contract first, i.e. the contractor who obtained the highest total score in this tender. The bid from that contractor must meet the following requirements:
 - a. deadline set for response
 - b. meet the specifications for the requested services
 - c. in line with the Office's allocated budget
3. Only if the first contractor is not able to meet the three requirements mentioned above, or if the cascade mechanism is triggered as described in point 3 of Annex II.III (to be delivered in the second phase of the procedure), will the Office request from the second contractor the same bid in terms of the technical specifications and requirements for the profiles. In the event that the second contractor submits a bid that meets these requirements, a specific contract will be awarded. Otherwise, the procedure will move on to the third contractor.
4. This procedure ends when the specific contract is awarded to one of the contractors. If none of the contractors meets the requirements of the bid request, the Office may modify the terms of the request or start the procedure again with the same request.
5. Failure by the contractor to provide a specific service will not automatically result in the termination of the framework contract and will not affect in any way the execution of subsequent specific contracts with the same contractor.
6. If the contractor is unable to meet the requirements of a bid request or refuses to submit a bid three times during a 12-month period, this contractor may be re-classified and relegated to the bottom of the list of contractors. In such a case, the Office also has the right to terminate the framework contract.

3 BASIC DESCRIPTION OF THE OFFICE

At present, approximately 1600 people work at Office facilities, this figure being made up of the Office's own staff and contractor staff.

¹ The official text may be viewed via the EU law portal: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32015D0443>

The Office holds events of all kinds for its staff as well as for its guests and for other organisations at their request. For example, in 2017 the number of events broken down by location was:

EVENTS	Number of participants				
	Over 1000	Between 500 and 1000	Between 100 and 499	Between 25 and 99	Less than 25
EUIPO ALICANTE	3	2	62	108	133
EXTERNAL (EUROPE)	0	0	15	34	24
EXTERNAL (rest of the world)	0	0	1	1	3
TOTAL	3	2	77	143	160

The Office occupies buildings and premises that are owned and that are rented, including all their structural elements and permanent facilities.

The Office's building stock comprises the following buildings:

Property owned:

- Building AA1, Building AA2 and Building AA3 located in Alicante.

Property rented:

- AEL178 premises in Alicante (Avda. de Elche 178)
- RL223 premises in Brussels (Rue de la Loi 223)
- L-2180 premises in Luxembourg (Rue Jean Monnet, 2)

3.1 Buildings AA1, AA2 and AA3 (Alicante)

Buildings AA1, AA2 and AA3 constitute the main headquarters of the EUIPO, share the main access area and are located on the same plot, with no adjacent buildings.

The plot on which they are located is developed and landscaped with a total surface area of approximately 26 500 m² for Buildings AA1 and AA2 and 13 899.47 m² for Building AA3.

The following is a description of the characteristics of the buildings and the development of the plot.

- **Building AA1**

This building houses the headquarters of the EUIPO and is owned by the Office. It is located at Avenida de Europa 4, in the Agua Amarga business park, Alicante.

Details of the surface areas:

SURFACE AREAS	m²	Description
Total built surface area	43 435	Ground floor plus five floors above ground, plus a roof terrace and three underground floors.
Surface area above ground	21 985	Offices, rooms for shared use (meeting rooms, training rooms, etc.), computer lab, two lobby restaurants, corridors, toilets, stairs, lifts, computer distribution rooms and rooms with technical installations.
Surface area below ground	21 450	Garage, gym, changing rooms, kitchen, technical installations, cisterns, store rooms and workshops.

- **Building AA2**

Building AA2 is joined to building AA1 by means of an entrance hall. It is owned by the EUIPO.

Details of the surface areas:

SURFACE AREAS	m²	Description
Total built surface area	38 000	Ground floor plus three floors above ground, plus a roof terrace and three underground floors.
Surface area above ground		Reception, shops, offices, meeting areas, plus a cafeteria and kitchen.
Surface area below ground		Garage, store rooms, technical and computer rooms and an auditorium.

- **Building AA3**

Building AA3 is connected with existing buildings by a walkway into building AA2, and at car park level by means of an underground tunnel. The plot will be developed to include a number of sports facilities, over a developed surface area of 13 899.47 m².

Details of the surface areas:

SURFACE AREAS	m²	Description
Total built surface area	15 260	Ground floor plus 3 floors above ground plus a roof terrace and 2 floors below ground.
Total built surface area above ground.	8 045	Entrance hall, offices, rooms for shared use (meeting rooms, training rooms, etc.), library
Surface area below ground	7 215	Car park, changing rooms, and multipurpose room

3.2 AEL178 premises (Alicante)

The EUIPO has rented premises in the Banco Sabadell building, located 8 km outside the city of Alicante in the Agua Amarga Industrial Park. The premises were constructed following very strict criteria and standards in order to satisfy the needs and requirements of financial institutions, and offer modernised and up-to-date facilities.

The built surface area of the premises is approximately 150 m² 400 m² of office floor space.

3.3 RL223 premises (Brussels)

The Office has premises on the fourth floor of the building located at Rue de la Loi 223, postal code: 1040 Brussels (Belgium) and the use of two parking spaces.

The premises are rented and have a surface area of 283 m².

3.4 L2180 premises (Luxembourg)

The Office has premises on the ground floor and the use of one parking space. They are both rented and the premises have a surface area of 261 m².

4 GENERAL DESCRIPTION OF THE PROJECT

Security services: Security guard services

The Office will define the number of posts, hours, days and location once the contract has been awarded. These may vary depending on the needs of the Office.

The successful tenderer must provide physical security services, security guard services and special services to provide extra security for certain events (meetings, conferences, visits, etc.).

Supply, installation and operationalisation of security equipment

To ensure the Office is protected using the latest technology, the security system will be continuously updated and, therefore, the Office may request the supply of new equipment with the option of purchase, lease or rental.

If necessary, Office staff will be offered training on the operation of the equipment.

The following security equipment is not an exhaustive list of the systems to be installed after the contract is awarded:

- System for access control or integration of new technologies in the buildings.
- CCTV system that includes a ring of cameras for perimeter security and for monitoring all entrances and exits to the buildings.
- Digital CCTV recording system for external cameras on buildings.
- Office key system.
- Control room equipment.
- Security cabinets.
- Safes.
- Scanning devices.
- Licence plate recognition system.

Maintenance of security installations and equipment

The security systems are fundamental and critical for ensuring the Office functions properly and for staff safety. It is therefore essential that these systems are maintained in optimum condition, preventing any anomalies and taking all the necessary measures to ensure the buildings are not left unprotected at any time.

Maintenance of the security equipment includes preventive and corrective maintenance of both the existing security equipment and any that is subsequently installed.

1. Preventive maintenance

Preventive maintenance must be scheduled and consists of regular checks, inspections, adjustments, cleaning, greasing and replacement of parts or components of any element to ensure optimal operation.

2. Corrective maintenance

Corrective maintenance consists of the operations needed to repair any breakdowns or incidents that may occur in any element of the security system as quickly as possible. The Contractor will be responsible for supplying properly trained personnel, materials, products and equipment for the maintenance operations.

Additional services

1. Consultancy on security

The Contractor may be asked to provide services to perform hazard assessments, risk assessments and analysis, and devise a security strategy, policy and plan for any development. This includes developing a security concept and the necessary security specifications. The Contractor must have the capacity to present a complete security awareness-raising programme.

2. Special services described in Commission Decision (EU, Euratom) 2015/443 of 13 March 2015 on Security in the Commission²

5 GENERAL CONDITIONS

5.1 Administrative authorisation for private security firms

In accordance with Article 18 of Spanish Law 5/2014 of 4 April on Private Security, for the provision of private security services, private security firms must obtain administrative authorisation and will be registered automatically in the corresponding register.

Moreover, in accordance with Article 19(6) of the aforementioned law, it is obligatory for any non-Spanish private security firm authorised to provide private security services under the regulations of any of EU Member State or any EEA (European Economic Area) country to be registered in the Ministry of the Interior's National Private Security Register or, where domiciled in an autonomous community with powers in matters of private security and scope of action limited to that autonomous community, in the corresponding autonomous register.

² The official text may be viewed via the EU law portal: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32015D0443>

Therefore, after the awarding of the contract and before the signing of the framework contract, the successful tenderer must present a recent certificate of registration. Otherwise, the cascade procedure will be applied, moving on to the next tenderer.

5.2 Subcontractors

In the case of subcontracting, the Contracts Manager is the sole point of contact with the Office and any third party, and is responsible for all work performed and for the personnel involved in carrying out the work under the contract in question.

5.3 Working days and hours

The working days are defined each year in the calendar approved by the Office. According to this calendar, working days are not considered to include Saturdays and Sundays, in addition to a number of holidays (18 in recent years), although this number may change. All other days of the year are considered as working days. The list of holidays observed by the Office for the following year is published on the Office's website in the last quarter of each year.³ Sometimes, the holidays observed by the Office do not coincide with national/local holidays.

The Office's working hours are 7:00 am to 8:30 pm. During these hours, the Office will set the 8-hour working day of the Coordinator and the administrative support personnel, as required. In addition, the Coordinator must provide on-call telephone support outside of working hours and during weekends and holidays.

To establish hourly rates, the Offices takes into account that:

- Day rates apply from 6:00 am to 10:00 pm.
- Night rates apply from 10:00 pm to 6:00 am.
- Weekends and holidays are considered to run from 12:00 am until 11:59 pm on Saturdays and Sundays or the first and last holiday, respectively.

5.4 Contractor's staff

The Contractor will provide an organisational diagram for fulfilment of the objectives of the contract.

Before the contract start date, the Contractor must provide the Office with a list of staff members for the latter's approval. The list must contain the following information and will be updated continuously during the term of the contract.

3. <https://euiipo.europa.eu/ohimportal/es/>

Surname(s):
First name:
Address:
Nationality:
Academic background:
Professional experience:
Passport or National ID number:
Criminal record certificate
Occupational hazard prevention documents
Confidentiality declaration

The Contractor will employ and bear exclusive responsibility for the personnel needed to carry out the tasks relating to the contract. It will comply with national legislation on employment, social security, tax and prevention of occupational hazards.

In order to guarantee the proper provision of the services determined in this contract, the Contractor must have at its disposal the properly qualified personnel needed to comply with the specifications during the hours of service. Teams must be experienced and each worker will be authorised by the Office before carrying out any work. The Contractor will adjust its personnel according to the needs of the Office.

The Office cannot oblige the Contractor to maintain the same personnel during the term of the contract; however, it is recommended that, for security reasons, the Contractor avoid staff rotation insofar as possible. Any substitution or replacement of personnel will be notified to the Office in writing, with a minimum period of 15 days.

The Office reserves the right to oblige the Contractor to withdraw, at its request, a member of its personnel or subcontractor from the services of this framework contract and make an immediate replacement, without any liability.

If the Contractor fails to fulfil the objectives of the contract, it cannot, in any circumstances, justify having insufficient resources or staff.

All personnel working within the framework of this contract must provide the Office with a Criminal Record Certificate. The Office will not approve any person without this document. Likewise, each time a new personnel member is added, the Contractor must deliver all the documentation required by the Office (for example, occupational hazard prevention documents, declaration of confidentiality, etc.).

5.4.1 Substitution

Note that under Article 14 of the State Collective Labour Agreement for Security Firms 2017-2020, published in the Official State Gazette on 1 February 2018, personnel who provide services under the existing security contract (i.e. the contract in force at the time of the tender) and who are liable to be substituted must be taken on by the Contractor, under the same contractual conditions. For this purpose, the Office will disclose the data related to the substitutable personnel assigned to its offices in the publication of the second phase of the tender.

In application of this Agreement, tenderers must present their bid in compliance with the minimum agreed costs.

5.4.2 Contractor staff profiles

For the provision of operational services on-site, the following profiles are required for the term of the framework contract:

Contracts Manager
Security Coordinator
Security Guards
Administrative Support

Additionally, depending on the requirements of the service, the following technical support profiles may be required:

Senior Consultant
Junior Consultant

Consultants must be able to perform, for example, any of the following specialist roles, where not covered by other Office contracts:

- Economic and financial management
- Technical consultancy
- IT consultancy
- Maintenance
- Training
- Architecture.

In relation to the selection criteria: technical and professional skills (see Annex I, point 13.2.2), this is attached in Annex II.I

Training

All personnel assigned to this contract must receive, when they start, training in management of the databases with which they will be working, so that they reach the level necessary for the provision of the service within a maximum of 2 weeks.

Security guards must receive the minimum training required by current legislation. Extension of this training beyond the mandatory minimum will be assessed on the basis of technical evaluation criteria.

In addition, if new security guards start work at the Office's buildings, they must receive a practical course lasting 3 working days at the premises of the Office (at the expense of the Contractor), and subsequently attend the courses held by the Office to explain its internal functioning in security matters (at the expense of the Office).

The Contractor must describe in its technical bid the type of training that will be offered to personnel working under this contract.

The Contractor must submit a record of the training containing the date, signed attendance sheets and the subjects studied, no later than one week after the training is given.

5.5 Incoming-outgoing strategy

Before the Contractor commences provision of the services included in the scope of the contract, the Office will provide the Contractor with all the information it has in relation to the current security situation in the existing buildings and facilities at the site.

The Contractor must ensure the adequate transfer of technical knowledge relating to the provision of the services described in the framework contract to the future successful tenderer. This knowledge will include all procedures, tools and any other relevant documentation (written, audiovisual or in any other media) created to provide the relevant services efficiently. The transfer, the conditions of which must be defined by mutual agreement between the incoming contractor, the outgoing contractor and the Office, must be completed within the transition period of 1 month, this possibly being extended at the request of one of the parties after an analysis of the relevance of the request. During the period of 1 month stipulated for the transfer of knowledge, the incoming contractor will not bill for the provision of services.

Furthermore, for an additional period of 3 months, the incoming firm may request documentation, tools and/or information on procedures from the outgoing firm.

The following strategies should be implemented to facilitate a change of contractor:

- 1) Pursuant to the current Collective Labour Agreement, personnel liable to be substituted will be kept on and their contract conditions will be honoured by the new contractor.

- 2) The outgoing contractor must enable a smooth transition, meeting the deadlines for withdrawal of its material and providing the information and help needed to ensure service continuity.

The Contractor will return to the Office all databases, documents and equipment in its possession pertaining to the Office and relating to the execution of the contract, when the framework contract ends.

5.6 Insurance

For the entire term of the framework contract, the Contractor must have, in addition to the civil liability insurance stipulated in the private security law in force at any given time⁴, civil liability insurance covering any direct, joint and several or subsidiary liability attributed to the Contractor and its subcontractors for damage caused to third parties by acts or omissions on the part of the Contractor or persons for whom the Contractor is answerable, resulting from their activity. This insurance must have a minimum coverage of EUR 10 000 000, as stated in point 13.2.1 of Annex I (selection criteria).

Damage is understood as any damage, breakage or theft caused to persons, materials/equipment, vehicles, furniture and property structures or personal property in the different buildings in use by the Office, including damage caused by water, fire or smoke.

Compensation and repair of this damage or harm that may occur to both persons and property will be the sole responsibility and at the cost of the Contractor, in the shortest possible time frame.

Consequently, the contractor will adopt all necessary measures to be insured for all damages and liabilities described in the preceding paragraphs, using the methods and measures that offer adequate assurance to the Office and/or the damaged party, full payment of applicable indemnities (e.g. operational civil liability, etc.).

Merely by way of non-limiting example, the insurance will cover the following:

- Damage caused to the furniture or contents of the building.
- Repair, maintenance or renovation of the buildings and facilities used by the Contractor and its subcontractors.
- Physical or material damage arising from the performance of the work inherent in the insured activity at their own centres as well as such damage caused during execution of the work away from the sites of the Contractor and its subcontractors, including the handling of weapons.
- Material damage to the property to be protected and safeguarded.
- Theft of property under surveillance where this occurs exclusively due to the negligence of the security guards.

⁴ Currently, Article 19 of law 5/2014, on private security.

- Subsidiary civil liability in respect of land motor vehicles such as Segways and motorcycles.

It is entirely the responsibility of the Contractor to fulfil the guarantee or surety insurance obligations, relating exclusively to administrative liability for breach of the private security regulations resulting from the operation of the firm.

5.7 Excellence management

One of the Office's goals is to ensure excellence in the provision of the services it proposes. Based on a service culture and commitment to improving the lives of EU citizens, whether for the population as a whole or for the people who work directly with the Office, the Office aspires to become a reference point in Europe for security services and high-tech security equipment. Accordingly, the Office will prioritise obtaining certificates in addition to those required by the Law on Private Security in force during the term of the contract, relating to excellence in any of the areas covered by the management of security services through support for projects that improve quality, service and communication strategies and result in ethical and sustainable services.

These proposals will be defined on the basis of an implementation and management project submitted by the Contractor, which will be submitted for consideration by the Office, for its approval, development and publicity.

6 OPERATIONAL SERVICES

6.1 Security services

6.1.1 Security guard services

The Office will define the number of posts to be covered, hours, days and location in the bid request form once the contract has been awarded. These may vary depending on the needs of the Office. For information purposes, the Office currently has a staff of 30 security guards plus the Security Coordinator.

The Contractor must provide physical security services, security guard services and special services to provide extra security for certain events (meetings, conferences, visits, etc.) both on-site and when held at external venues.

The Contractor must also be able to respond to the need to provide security guard services abroad, in the current offices in Brussels and Luxembourg and in the event that the Office opens an office outside Spain or holds an event that requires such services.

Security guard services also include video surveillance. The Contractor will keep digital recordings for 7 calendar days, in accordance with the current data protection regulations applicable to the Office (see point 13), in the security management system

software (see point 6.2). Devices located on the outside of buildings must comply with Spanish, European and international legislation on data protection.

Contractor's duties and obligations: Contracts Manager, Security Coordinator, security guards and administrative support

For the provision of this service, the Contractor will follow the instructions issued by the Office's Security Supervisor.

The **Contracts Manager** will represent the Contractor on-site and will be located at the Office's main headquarters in Alicante. He or she will be solely responsible for all services and personnel covered by this contract. The cost of service for the Contracts Manager must be specified in the financial proposal. Working hours for this post will be 40 hours per week, the same as the mandatory attendance hours (9.30 am - 4.00 pm) and the official calendar of the Office.

The Contracts Manager will report directly to the Office's Security Supervisor and will be responsible for – and will coordinate – all new requests sent by the Office by any means.

The **Security Coordinator** must work on-site from Monday to Friday with an 8-hour working day. The Security Coordinator must:

- Report any incidents detected to the Office's Security Supervisor and, if necessary in cases of emergency, to the Emergency Services.
- Prepare and provide monthly schedules for staff members, including breaks and number of hours to be worked (rotas).
- Send to the Office, by 1 June of each year at the latest, a summer holiday rota.
- Suggest any improvements to the Safety and Occupational Hazards Prevention Section.
- The Contracts Manager will deal with the Security Coordinator on matters relating to security guards and administrative personnel.
- The Security Coordinator must be present at the Office for the whole of his working day. He must also be contactable by telephone 24 hours a day, 7 days a week. This 'on call' service should be taken into account when setting the monthly price of service for the Security Coordinator since it will not be paid separately.
- He will discuss matters directly with his Contracts Manager and with the Office's Security Supervisor or the person designated for this purpose, with respect to all aspects of the contract. The function of the Security Coordinator is to coordinate, supervise and control the security guards, organise shifts, order reinforcements when necessary and, in general, be responsible for the security guards' service and the security administrative support as a whole.
- The Security Coordinator will not perform the duties of security guards. If the Office has problems with how the security services are performed, it will notify the Contracts Manager.

- Should the Security Coordinator be absent for any reason, the Contractor must replace him with another security coordinator who has excellent knowledge of the functioning of the service and of the Office and who meets the Security Coordinator profile that will be communicated to tenderers in the second phase of the tender. If the replacement is a security guard on the staff, he in turn must be replaced by a security guard so that the number of guards is not reduced during the period of absence of the Coordinator.

Security guards must:

- Detect and report all unauthorised entry of persons or their presence in the buildings.
- Log any incident, however minor, in the 'incident log'.
- Inform the Office's Security Supervisor of any incident between the security guard and any other person.
- Report all obstructions of emergency exits, fire escapes and stairs, caused by cabinets, boxes, paper, tables, flammable products, etc.
- The Contractor will ensure that a sufficient number of substitutes are available to replace absent staff.
- The Contractor will only use full-time personnel and will never employ personnel contracted on a temporary or occasional basis. Likewise, it will employ personnel dedicated exclusively to the execution of the services described in these technical specifications.

The Contractor will submit to the Office a list of names of the personnel employed, and the Office must be able to communicate at all times with the personnel assigned to execute the contract covered by this tender. The Office strictly complies with the data protection act.

The Contractor will immediately withdraw or replace one or more persons assigned to provide the contractual services covered by this tender, if the Office so requests, without having to give reasons for its decision and without incurring any liability.

The Contractor will guarantee that existing posts, or any posts created in the future, are manned without interruption during scheduled hours; no staff member must work more than the number of hours per day laid down in the State Collective Labour Agreement for Security Firms.

The Contractor will make the additional personnel necessary for immediate intervention available to the Office at the request of the Office and as soon as possible, in the event of an accident or serious or unforeseen incidents, by the deadlines laid down in the corresponding quality indicators. In emergency situations, the Contractor must be able to supply a minimum of 10 staff within a 3-hour window.

Administrative support

The Contractor will provide an administrative support service that will take care of the administrative tasks arising from the services carried out by the Contractor at the Office under this framework contract.

At the beginning of the contract, this service must be covered by three administrative support members, each working a 40-hour week, and must cover in full the working hours between 7:30 am and 7:30 pm on Office working days, in line with the following shift patterns:

Administrative support member 1: from 7:30 am to 4:30 pm, with a break of one hour

Administrative support member 2: from 8:30 am to 5:30 pm, with a break of one hour

Administrative support member 3: from 10:30 am to 7:30 pm, with a break of one hour

The Office may, at any time, increase, reduce or modify the number of administrative support members, their working hours and their shifts, as required at any point in time, for the services provided by the Contractor.

The Contractor will be given one month's notice to apply the aforementioned changes.

Contractor's duties and obligations: equipment necessary for the provision of the service

The Contractor will furnish all security guards in service with the necessary equipment, which must include, as a minimum:

- Regulatory weapon
- Uniform with cap appropriate for the work and for the season of the year
- Breathable, non-slip high boots
- Anorak adapted to carry weapons
- Reflective vest
- Cut-resistant gloves with attachment to uniform
- Safety harness (3-point)
- Anti-theft holster
- Cuffs with case
- 300 lumen strobe LED tactical flashlight with holster or attachment.

Furthermore, the Contractor must provide a uniform appropriate for the work and for the season of the year to each member of the administrative support team; security guards must wear the basic uniform when at work, from the beginning of the contract.

Lastly, the Contractor will provide the team of security guards, the coordinator and the administrative support team with the following:

- A minimum of 6 mobile phones
- 3 smartphones for controlling rounds⁵.
- 1 laptop
- consumables required for their duties
- 5 manual metal detectors
- 1 rounds control system per building
- Bullet-proof vests with ballistic plates for the team of security guards
- 40 digital radio transmitters with at least two frequencies.

The abovementioned material that does not form part of the basic uniform (according to the Private Security Law) must be made available to the Office within a maximum period of one month from signature of the framework contract

The Contractor will request the Office's prior written consent for:

- the hiring of any person who will be assigned to the service covered by the contract,
- the substitution of any staff member who provides the service covered by the contract.

The Contractor will notify the Security Supervisor in writing of:

- the service that was provided by each staff member prior to joining the Office's service,
- the service that will be provided by each staff member after leaving the Office's service,
- any disciplinary or court action taken against staff members who provide services at the Office.

The Contractor will take all necessary measures to prevent any accident that could endanger the physical well-being of its personnel and the personnel of the Office. It also undertakes to respect the current laws and regulations governing its activity.

The Contractor has the obligation to provide web-based computer software that grants the Office access to the following information related to the services it provides, as a minimum:

- incidents/requests portal allowing the Office to report incidents or request new services/supplies,
- monthly preventive maintenance procedures,

⁵ This system reads strategic points on the security guards' patrol round and sends a report including movements and rotas, plus any comments and/or photos of incidents, to the Security Coordinator.

- record of corrective maintenance actions – work report forms (including the date of reporting of the incident and the date of resolution),
- list of staff with their curriculum vitae,
- updated list of all security devices and equipment installed at all premises occupied by Office staff,
- invoice log,
- monthly reports log.

All software is subject to the approval of the Office's IT department.

Obligations relating to access control

The security guards will enter any incident, however minor, in the 'incident report log' in writing. In the event of a serious incident, they will immediately inform the Coordinator of the security guards or, if he cannot be contacted, the Office's Security Supervisor or, if he is absent or not available, the Office's Head of Common Services directly.

The Security Coordinator will keep a record of any relief between shifts and within each shift, at each post. Break times must be strictly observed.

Security guards will:

- Inform the Office's Security Supervisor of any incident occurring between the security guard and any other person.
- Avoid any discussion with the public and be firm, polite and courteous in the exercise of their duties.
- Send any comments aimed at improving security at the Office to the Security Coordinator.
- Never leave their post during the provision of the service unless authorised by the Office's Security Coordinator, in which case the Security Supervisor must be informed.
- Permanently monitor the entrances, exits and movements of visitors to the buildings and any other person as instructed by the Office's Security Supervisor.
- Control the entry and exit of objects and materials with the use of scanners.
- Have good knowledge as regards the detection of explosives in vehicles and in the handling of radiological equipment.

In the performance of its duties, the Contractor will collect data from employees and visitors at the Office to identify them and allow them access to the facilities. The Office may request access to these data on its own behalf or on behalf of third parties, in the format and as often as it requires. The Contractor undertakes to provide these data without additional cost, ensuring compliance with applicable data protection regulations.

Obligations in the conduct of rounds, prevention and extinguishing of fires

Security guards will:

- Check in at the points on their rounds in the order scheduled and on a regular basis.
- On their rounds, carry the smartphone for controlling rounds, a radio transmitter, a flashlight, the weapon, gloves and cuffs, a notebook and a pen.
- Assist and defend people.
- Record, in the rounds report on the smartphone, any major stops (lasting more than 10 minutes) and any anomalies detected during the round. They will subsequently note these anomalies in the incident log.
- In the event of an emergency (e.g., fire, intrusion, etc.), act according to the Office's protocols in force at any time.
- In the event of any incident, before intervening, notify by radio transmitter the access control partner, informing him of the situation.
- Perform their rounds with care and caution and in a conscientious, diligent manner, paying special attention to fire prevention, taking action if necessary.

CCTV surveillance obligations

Security guards will:

- Permanently monitor the images on the CCTV system screens, prioritising, outside Office working hours, the areas surrounding the sites.
- Record every anomaly detected in the incident log. In the event of a serious anomaly (e.g. intrusion), immediately notify their round partner so that they may take action. They will also notify the Security Coordinator immediately.
- In the event that a fire is detected, immediately notify the Security Coordinator who, if necessary, will notify the fire service (depending on the size or progress of the fire) and the persons in charge of the Office, whose names will be provided by the latter.
- In the event that any other emergency situation is detected, immediately notify the Security Coordinator and/or the emergency services (depending on the seriousness or progress of the incident) and the persons in charge of the Office, whose names will be provided by the latter.
- Never, under any circumstances, abandon their post without notifying the Security Coordinator.

Other obligations to be fulfilled by all security guards

Security guards will:

- Strictly comply with all the points relating to the confidentiality of this framework contract, as well as the declaration of confidentiality that they must sign upon joining the service.
- Provide the service dressed in uniform or civilian clothing, according to the Office's instructions. All aspects of their appearance must be impeccable.

- Refrain from carrying on any activity which is incompatible with the organisation, missions and security of the Office.
- Carry out all the checks, controls and interventions stated in the instructions.
- Also perform any task required by the Office, in accordance with the instructions issued by the Office's Security Supervisor, which will be transmitted through the Security Coordinator.
- Comply with all the additional requirements included in the Private Security Regulations.⁶

Firearms

All security guards assigned to Office headquarters must be in possession of a current Firearms Licence.

The Contractor's personnel must at all times comply with the Spanish law on the use and maintenance of firearms.

Obligation to apply the National Collective Labour Agreement for Security Firms

In the provision of the services covered by the present framework contract, the State Collective Labour Agreement for Security Firms in force, and all subsequent amendments, will be applicable.

6.2 Supply and installation of new security equipment

To ensure the Office is protected using the latest technology, the security system will be continuously updated and, therefore, the Office may request the supply, installation and operationalisation of new equipment with the option of purchase, lease or rental, as requested.

If necessary, Office staff will be offered training on the operation of the equipment. The first training session will be at the expense of the Contractor. All new material must be supplied with a warranty and an easy-to-use, detailed and accurate instruction manual, in Spanish and English.

In order to ensure that all current security systems are up to date, the supply of new equipment may require the removal and replacement of older and obsolete systems. Obsolete materials or equipment must be removed in compliance with the Office's inventory protocol. The Office may require that the Contractor submit to the Office proof that such materials and equipment have been recycled properly. In the case of radioactive products, the Contractor must always submit such proof even if the Office does not explicitly request it.

It is the responsibility of the Contractor to inform the Office of any technological innovation in terms of hardware and/or software that could improve the security system. The Office will decide whether or not to acquire the proposed new technology.

⁶ <https://www.boe.es/buscar/act.php?id=BOE-A-2014-3649>

The technical specifications for the second phase of the tender will include a non-exhaustive list of the security equipment for which supply may be requested by the Office during the term of the framework contract, and the associated technical specifications.

6.2.1 System for access control and/or integration of new technologies in the buildings

The Contractor will provide access cards at the request of the Office, the features of which will be described in the technical specifications for the second phase.

The annual consumption of cards ranges between 1000 and 1500.

Currently, the Office works with the security platform AEOS.

It is recommended that the system for access control or integration of new technologies in the buildings offer the following possibilities or equivalent performance that satisfy the following points:

- An avant-garde access control system that integrates the most advanced security technologies with innovative network management capabilities.
- The presentation of comprehensive security solutions that serve the facilities of the Office.
- The system must be able to work in different locations, on different continents, as well as in different time zones.
- A reliable, secure, user-friendly and powerful access control system.
- The system is based on intelligent network technology.
- It is designed to allow control of the flow of people in semi-open, restricted and high security areas.
- Options to have an open architecture to allow the possible integration of the access control technology currently available.
- The system should be designed to allow the integration of all different types of access control, for example, all types of biometric solutions, people counting, access to vehicle parking; electronic key cabinets, door locks; turnstiles.
- Options for electronic payment solutions.
- Options for unlocking computers, printers, etc.
- Card technology with the highest level of security.
- Evidence to prove that the proposed card technology has not been decrypted/pirated.
- Provider control options.
- Visitor control options.
- A bid for a system for identifying attendees at large events (for example, 300 attendees or more) may be requested.

6.2.2 CCTV system that includes a ring of cameras for perimeter security and for monitoring all entrances and exits to the buildings and other structures on the perimeter, if necessary

The cameras located in the ring of cameras around the perimeter of the facilities should have at least the following capabilities or equivalent:

- 360° high-speed dome network camera.
- Day/night operation.
- Network connection.
- Bandwidth acceleration.
- Network control of all dome functionalities.
- Compliance with ONVIF (Open Network Video Interface Forum).
- Continuous stream of high-definition video with 20X optical zoom (minimum).
- Resolution of 720p at 60 frames per second (minimum).
- Resolution of 1080p at 30 frames per second (minimum).
- Integrated Intelligent Video Analytics.
- Wide Dynamic Range (WDR) technology.

The standard CCTV camera must meet at least the following specifications or equivalent:

- Resolution: 600 lines.
- LED infrared.
- Range: 50 metres.
- 2.8-10 mm varifocal lens.
- Coaxial configuration.
- Wide Dynamic Range (WDR).
- Electronic shutter.
- AGC.
- IP6.
- Anti-vandalism.

6.2.3 Digital video surveillance recording system for external cameras on buildings

A reliable digital video recording installation with full functions. It must allow easy retrieval of videos using advanced search capabilities. The following are required:

- Possibility of live viewing, automatic authentication of images on protective tapes and storage of events with the use of an internal or external DVD burner.
- Minimum storage capacity of 2 TB.
- Minimum number of IP/analogue camera mounts.
- Minimum frame rate for 480 fps recording.
- A minimum of 2 HDMI outputs.
- A minimum of RAID 1 (Redundant Array of Independent Disks).

6.2.4 Key system used in the buildings.

The key system with which the future installations must be compatible will be specified in the second phase of the tender.

To ensure that the facilities of the Office have the desired level of security, it is necessary that a properly designed and regularly maintained system of master keys be installed. A new key system should be compatible with the current system and preferably 'keyless'. Any 'keyless' system must offer easy updating of the reader software, which will be installed on the door and must be compatible with the access control software. A professional key management program and software must be available. All the goods and services needed to enable operation of this system of keys, or extension of an existing system, must be available.

6.2.5 Security management systems for the security control room

This system provides the appropriate tools to protect the people present at the facilities of the Office, to safeguard the assets of the Office and to ensure regulatory compliance through the combination of access control, digital video, intrusion detection and other functions in one powerful system.

The Contractor is expected to maintain the high level of the security management system and software by proposing the necessary updates as they are due.

For information purposes, security management systems are expected to offer the following possibilities or equivalent performance, thereby satisfying the following points:

- Tailored to the precise needs of the Office.
- A perfect combination of control, flexibility and performance.
- Being a market subject to constant innovation, the system must be easily adaptable to future changes.
- Common user interface to improve the efficiency of security operators.
- Events can be routed to specific work stations.
- Options for the integration of intercommunication with other functions such as digital video.
- Options for audit trails and presentation of information for the attention of forensic experts.
- Basic reports that can be exported in XLS, CSV, and PDF formats.
- Presentation of data and statistical information.
- Compatible with Windows 7 Professional/Ultimate and Windows 10 Enterprise.
- Lift control options.
- Alarm and web monitoring of events.
- The intercommunication associated with readers, digital video and map locations provides quick access to specific units.
- Options for integration of different types of biometrics.
- Options for integration of third-party hardware, such as key storage safes and keyless locks.

The technical specifications for the security control room equipment are as follows:

- Provision of all the necessary security systems according to the highest standards applicable to security control rooms. Allowing the display of several security signals simultaneously.
- Currently the control room consists of:
 - Video Wall made up of nine 50" monitors
 - Ten 27" monitors (mail, access control, management of cameras and AEOS in duplicate, control of the fire system and control of lift operation)
- Video Management System for on-site and nearby buildings.

The technical specifications for the video management system are as follows:

- Video security solution that offers uniform management of digital video, audio and data through an IP network.
- It should contain the following software components
 - Central server software offering management, supervision and control of the entire system. It is necessary to have software services that offer management of recordings and playback of video, audio and data.
 - There should be a user interface for the supervision and operation of the system. This system must be compatible with the current security equipment installed and be capable of incorporating new technologies.

The Contractor must supply the Office with all the information on software requested by the latter.

6.2.6 Security cabinets

Cabinets will be used for secure, confidential storage of important items and documents.

- Cabinets must be made of rolled steel, with reinforced doors with double panels, hidden hinges to protect against tampering and double locks to protect the bolt mechanisms against attacks.
- They must incorporate an electronic lock, level B/E, that generates, as a minimum, over 100 million combinations of different codes or equivalent.
- The doors must open at an angle of 180°.

6.2.7 Electronic cabinets for security key management and control

The technical specifications for the safes are as follows:

- A key management system that prevents unauthorised access to the keys through the use of a self-closing roller shutter system with an acceptable design enabling it to be used in all situations in which visual appearance is important.
- The key safe must open and close automatically and must have a terminal with an access card reader for allowing access.

- An emergency key must be provided to allow manual access to the contents of the cabinet. It is desirable for this to be compatible and manageable with the access control software.

6.2.8 Scanning devices

The specifications for the scanners are as follows:

- Provision of X-ray systems for non-intrusive inspection of handheld bags and items of comparable size, plus an X-ray system for inspecting pallets and consignments in bulk, etc. in the goods reception area. Systems in this category must be built with proven X-ray technology offering superior image quality, with excellent user-friendly properties.
- Provision of hand scanners.
- Provision of high-performance metal detector arches that meet all international security standards.
- Provision of document scanners that use multiple wavelength illumination – visible IR, UV, Confirm® laminate and RFID technology to read and authenticate multiple types of identification documents quickly, easily and accurately.

Since regular software updates of the equipment are essential, it is a strict requirement that such updates be performed.

6.2.9 Licence plate recognition system

Provision of a licence plate recognition system that involves capturing video or photographic images of licence plates, through which they are processed using a series of algorithms that can perform an alphanumeric conversion of the images of the licence plates captured to a text input. This licence plate recognition system must be able to provide:

- Access to and a flexible, automatic exit from a car park.
- Management information on use of the car parks.
- Improved security both for parking attendants and for users themselves.
- Improved traffic flow during peak periods.
- Recognition of vehicles through timing, with indication of date and time, as well as the exact location.
- Reading system capable of recognising any type of format and colours of both the background and the alphanumeric characters.

6.2.10 Bids for supplies, installation and operationalisation

All security equipment will be requested by the Office through a bid request.

The Contractor will submit its bid, specifying:

- the basic price of the item,
- the costs of implementation of the project, if necessary (as offered in the financial proposal),

- the price of labour (as offered in the financial proposal) and any other aspect that will have an impact on the invoice. The price of labour offered by the Contractor in its financial proposal must also cover the costs of minor materials and consumables necessary to carry out the installation (cables, nails, screws, etc.).
- the price of preventive maintenance until it is updated

The basic price of the item will be determined as follows:

- a) In the case of items included in the financial proposal, which will be published in phase 2 of the tender, the price offered will apply.
In the case of items not included in the list, based on the price stated in the supplier's invoice submitted to the Office by the Contractor.

The percentage discount offered by the Contractor in its financial proposal will be applied to the basic price, according to the following formula:

Price of the item = basic price * (1-D)

D ... Percentage discount

The bid must be submitted within a maximum period of 10 working days after the request has been sent by the Office, unless otherwise agreed beforehand in the bid request.

In the case of the supply of items not included in the list, the following will apply:

- The Contractor must respond to this request with three bids in respect of products on the market, and provide free samples when requested.
- The Office reserves the right to compare the bids with market prices. If a product is found which is less expensive or technically better, the Contractor will be obliged to supply same, at the price estimated by the Office on the basis of the market.
- The Contractor will submit the invoice for the item purchased as evidence of the cost thereof and to receive the corresponding refund.

6.3 Preventive and corrective maintenance in current buildings and other buildings if the need arises

The security systems are fundamental and critical for ensuring the Office functions properly and for staff safety. It is therefore essential that these systems are maintained in optimum condition, preventing any anomalies and taking all the necessary measures to ensure the buildings are not left unprotected at any time.

Maintenance of the security equipment includes preventive and corrective maintenance of both the existing security equipment and any that is subsequently installed.

The equipment currently installed will be listed in the technical specifications for the second phase of the tender (inventory and frequency of maintenance).

Security equipment and installations require ongoing preventive maintenance and, in the case of breakdown or wear and tear, corrective maintenance, which may consist of timely repairs, restoration or replacement of parts or of complete items of equipment.

The Office reserves the right to approve the personnel and/or subcontractor companies entrusted with the operation and maintenance of the security systems and equipment. Any candidate who is insufficiently qualified to carry out the designated activity correctly may be rejected.

The protection and security systems will be handled only by personnel previously authorised by the Office. All personnel must present identification before carrying out any maintenance work.

All personnel must be qualified for their work and wear the correct uniform, and must also carry a security pass allowing immediate identification.

6.3.1 Preventive maintenance

Preventive maintenance of all current security equipment and installations that will be listed in the technical specifications for the second phase of the tender (inventory and frequency). The description and quantity of the installations are merely indicative. In the event of any differences between the data included regarding that inventory and the frequency of maintenance and reality, the Contractor may not use the data to renegotiate the fees determined in this contract for maintenance.

Preventive maintenance must be scheduled and consists of regular checks, inspections, adjustments, cleaning, greasing and replacement of parts or components of any element, as well as software updates, to ensure optimal operation. These maintenance operations for each element and system, and the frequency thereof, must be stated in writing in a Preventive Maintenance Plan. In its fee, the Contractor will take into account responsive controls, according to Spanish legislation, e.g. radiation detection. This Plan will be subject to the approval of the Office's Security Supervisor before its entry into force, and will be updated as necessary in the Annual Preventive Maintenance Plan following installation to include new equipment and reflect the removal of dismantled older equipment. The Plan for the following year must be presented in November each year.

In order to limit corrective maintenance as far as possible, it is imperative that the Preventive Maintenance Plan be appropriate and effective for the operational equipment and systems installed. The Office may require the Contractor to modify the Plan during the term of the contract, depending on the number of instances of corrective maintenance performed as a result of inefficient preventive maintenance.

The Contractor will be required to submit to the Office a 45-day Preventive Maintenance Plan by the third of each month, based on the Annual Preventive Maintenance Plan, which must include:

- The preventive maintenance tasks which will be carried out in the next 45 days, indicating the security systems to be reviewed and the dates and times of each intervention.

- Location in which each task will be carried out (building).
- Reason for maintenance (legal obligation, recommended by seller with details of the reason, etc.).
- Personnel assigned to each task.
- Health and Safety Plan, Incident Book pursuant to Article 13 of Royal Decree 1627/1997.
- Systems and apparatus still under warranty, with warranty expiry date.
- Record of preventive maintenance carried out during the previous month.

The tenderer must include the annual price of preventive maintenance to proceed to the second phase of the tender. The proposal must include the following information:

1. Systems or equipment covered by annual maintenance (according to inventory of equipment).
2. Number of apparatus maintained (units).
3. Annual preventive maintenance per unit.
4. Total price for preventive maintenance.

When submitting the bid, special attention should be paid to the unit price, since the increase in the price for maintenance following the incorporation of new apparatus in the facilities will be based on the price indicated under this point. Prices will be reviewed and the inventory of equipment will be updated once a year, according to the financial calendar of the Office. The maintenance of each item of equipment must be carried out from the time of installation, the price for that maintenance being included up until the end of the current year in the bid for supply and installation, based on the unit price offered by the Contractor in its financial proposal.

The Office may choose to contract maintenance only for some of the equipment subject to maintenance and/or to contract the work on an ad hoc basis, when it deems necessary.

The amount billed monthly will be fixed and will be calculated by dividing by 12 (monthly instalments) the annual fee for the annual maintenance plan agreed at the beginning of each year. The Contractor will bill the services with a breakdown per building.

If a fault is detected during preventive maintenance tasks, this will be dealt with via corrective maintenance.

6.3.2 Corrective maintenance

Corrective maintenance consists of the operations needed to repair any breakdowns or incidents that may occur in any element of the security system as quickly as possible. Depending on the complexity of the fault, the Office will determine whether the deadlines can be extended, taking into account that the Contractor should have available replacement material to respond as soon as possible.

The Contractor will be responsible for supplying properly trained personnel, materials, products and equipment for the maintenance operations.

For all maintenance operations, the bid form delivered to tenderers in the second phase of the call for tenders must be completed and entered in the approved computer program to manage all aspects of security.

The corrective maintenance services are applicable to the security systems in all of the Office's buildings and to any new equipment to be installed. The Office may add additional security services and systems at any time and for a justified reason, at any of its offices around the world, which will be included in this contract.

The Contractor must respond to any incident notified by the Office in writing, within a maximum period of 2 hours from notification, 24 hours a day. The appropriate personnel must resolve the incident within the times stated in the service level agreement, which will be delivered to tenderers in the second phase of the tender. This begins from the moment the Office notifies the fault or from the moment the technician performing preventive maintenance detects the need for corrective action, informs the Office and the latter approves repair straight away, if it is urgent, or after submission of a bid, if it can wait. The Office will determine the urgency when the incident is notified. That information must be forwarded to the Security Supervisor straight away. If the Contractor does not notify the Office of the fault detected, it may be held responsible for any damage caused by the prolonged use of a faulty system.

Corrective maintenance and subsequent billing will include repair by the Contractor of damaged or faulty equipment, to include:

- The price of labour will include all the necessary expenses for the full and proper repair of the security systems or replacement of parts, including minor materials and consumables necessary to carry out the task (cables, nails, screws, etc.).
- The supply and installation of parts or new security equipment for the repair or replacement of existing equipment and security systems. The percentage discount indicated in the Contractor's financial proposal will be applied to the price of the parts or new equipment.

The technician must submit an estimated financial breakdown of the maintenance work for approval by the Security Supervisor before carrying out the work (as per the annex delivered to tenderers in the second phase of the tender). Approval will be requested by email.

Except in emergency situations, which will be specifically justified by the Office, in relation to which an appropriate procedure will be established, the Office will request corrective maintenance of security systems using the bid form sent by email. The Contractor must answer without delay, and in such a way that the agreed minimum time limits are respected. The Contractor is obliged to maintain the prices established in this framework contract.

Any maintenance work on faulty equipment that is under warranty will be processed by the Contractor without the billing applied to these services, as long as they are provided during working hours.

7 ADDITIONAL SERVICES

During the term of the framework contract, the Office may request that the Contractor provide other services related to security not explicitly specified in these specifications, provided that they are not covered by other Office contracts. Such services may consist of, for example:

7.1 Consultancy on security

During the term of the framework contract, the Office may request that the Contractor provide consultancy services, including, but not limited to, the following specialist services:

- Provision of services to perform hazard assessments, risk assessments and analysis, and devise a security strategy, policy and plan for any implementation. This includes developing a security concept and the necessary security specifications.
- Presentation of a complete security awareness-raising programme.
- Training of internal and external Security personnel in security issues, for example on the databases used in Security and on security matters that can improve the efficiency of these staff (for example, customer service, managing stress in security guard services, detection techniques and identification of suspects, police defence, etc.).
- Provision of IT services, such as access programming, proposal and implementation of software, support for the Office and consultancy relating to security software.
- Technical consultancy in the selection of equipment, security technologies or organisation of the service.

These services may be requested as long as they are not covered by another Office contract.

7.2 Special services

The Office is a decentralised Agency of the European Commission that comes under the Directorate-General for the Internal Market, Industry, Entrepreneurship and SMEs (GROW) and, as such, the security measures established in Commission Decision (EU, Euratom) 2015/443 of 13 March 2015 on Security in the Commission⁷ are applicable to the Office and, therefore, may be requested from the Contractor, such as travel security services or verification and analysis services. The Contractor must therefore be prepared to offer these services if the Office so requests. Note that if investigation services are necessary, Private Security firms may subcontract out this service as long as the subcontractor complies with title II, chapter II of Law 5/2014 of 4 April on Private Security.

⁷ The official text may be viewed via the EU law portal: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32015D0443>

As a guideline, if those services are required, they will not exceed 5% of the total volume of the market.

7.3 Database queries

The Office may request queries of the data contained in the access control database of the Office. The price will be established based on the price per hour offered by the Contractor in its financial proposal and the number of hours that the Contractor needs to perform the query.

7.4 Bids for additional services

If additional services that are not explicitly defined in these specifications are requested, the Office may require the Contractor to submit up to three (3) bids for such services with a breakdown of all costs, and the Office will select the one it deems most appropriate.

The Office reserves the right to compare the bids with market prices. In the event of major discrepancies between the price offered by the Contractor and market prices, the Office may request that the Contractor provide the service at the price estimated by the Office on the basis of the market.

This procedure will also apply to bids for services provided away from the Office's buildings in Alicante. In this case, the Office would take into account, when evaluating the proposed price, the prices applicable in the relevant market in the country in which the provision of the services is requested.

If it is requested that services be rendered in countries other than Spain, the system of reimbursement of expenses will be applied according to the Office's Guide to Assignments.

8 MONITORING AND QUALITY CONTROL

The Office will monitor all services provided, carrying out on-site controls, formal audits, internal satisfaction surveys or whatever measures it considers appropriate, to detect any anomaly that could cause unnecessary expense and/or damage to employees and/or to the activity of the Office.

The Office reserves the right to contract a third party for such monitoring of any of the specific contracts.

Aspects that will be monitored include:

- The quality standards stated in the contractual documents.
- The Contractor's efficiency in providing personnel with the appropriate skills requested.
- The quality of personnel and adherence to profile requirements.
- Speed and flexibility in responding to orders and/or emergencies.

- Adherence to deadlines. The Office may request self-examination as regards project plans at any level.
- Quality in terms of administration.
- Monitoring of the Contractor's personnel and management of the service.
- The quality of the results to be delivered.

Annex II.IV Service Level Agreement (SLA), which will be delivered to tenderers in the second phase of the tender, summarises the services it is proposed will be considered in relation to management of the operation and how correct application thereof will be checked through the measurement of indicators. A breach of the SLA by the Contractor will result in the application of a financial penalty, as indicated in the SLA. The Office has the right to modify the indicators as well as the minimum requirements according to its criteria in the event that they cease to be effective and/or relevant in measuring the quality of the service provided. The Office will consult the Contractor before modifying and/or incorporating new quality indicators, and will notify it of any changes made.

9 DOCUMENTATION AND FOLLOW-UP ON THE SERVICE

Monthly meeting and report

The Contractor, represented at least by the Contracts Manager, will hold monthly meetings with the Office's Security Supervisor or the person designated for this purpose, to discuss how the service is going, incidents that have occurred during the previous month and the control measures and actions necessary to correct deviations, if any.

Likewise, the Contractor will prepare and deliver a monthly report by the third working day of each month, with details on how the service has progressed over the previous month. The monthly reports must cover, as a minimum, the following points in respect of the activities carried out during the month:

1. Preventive maintenance (on and off site)
 - a. Annual plan
 - b. Plan for the coming 45 days
 - c. Maintenance carried out during the month
 - d. Report on preventive maintenance
 - e. Failure to meet deadlines
2. Corrective maintenance
 - a. Maintenance work requested
 - b. Maintenance work carried out and completed
 - c. Ongoing maintenance work
 - d. Report on corrective maintenance
 - e. Failure to meet deadlines

3. Incidents
 - a. Ongoing
 - b. Dealt with and closed
 - c. Pending resolution
 - d. Suggestions for improvements
4. Statistics and graphs
5. Contractor projects
 - a. Planned
 - b. In progress
 - c. Pending
6. Additional comments

The Office reserves the right to modify the minimum content of the monthly report during the term of the contract, and to require the Contractor to provide more detailed information.

The Contracts Manager will prepare the monthly invoices by the fifth of each month. For the acceptance of the monthly invoice, the monthly report must have been provided to the Office.

Preventive maintenance plan

The Contractor must present, during the first 15 days of each year, the schedule of preventive maintenance for the current year and, during the year, the 45-day preventive maintenance plan by the third of each month.

List of equipment

The Contractor will be obliged to maintain, at all times, an up-to-date list of all security devices and equipment.

Twice-weekly meeting

The Contracts Manager must meet with the Office's Security Supervisor at least twice a week, to keep the latter informed at all times as to how the service is going and to discuss with the latter any issue that may arise during the provision of the service.

Ad-hoc reports

In specific cases, the Office may require the Contractor to submit an ad-hoc report, within the deadline laid down for that purpose by the Office. For example, in the event that any medical incident occurs during the service, the Contractor will submit a detailed report to the Office.

10 BUSINESS CONTINUITY PLAN

The Office has in place a business continuity plan for emergencies and/or disasters.

Within the context of that plan, the Contractor may be required to take action in response to immediate requirements.

The Contractor must guarantee an immediate response and provide a telephone number that connects with a call centre that is operational 24 hours a day, 7 days a week, 365 days a year, to answer calls received outside normal working hours.

Calls must be taken by a member of staff who speaks English and Spanish with a level of understanding equivalent to level B2 according to the Common European Framework of Reference for Languages, and who has detailed knowledge of the contract.

At the same time, the Contractor will ensure that staff are available to deal with emergencies within the appropriate time frame.

Likewise, the Office has an emergency plan in the event of serious breakdowns, fire, etc., outside of working hours, on holidays and weekends, which the Contractor must adopt at the beginning of the framework contract.

11 PROHIBITED MATERIALS OR RESTRICTED USE THEREOF

The Contractor must restrict the use of materials or substances to the levels set out in Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), and subsequent amendments:

A list of materials included in REACH is provided below merely by way of example and for information, and is not intended to be a comprehensive list:

- Asbestos,
- Derivatives of arsenic for the uses described in REACH,
- Benzene,
- Chlorate solvents,
- Heavy carbon and sulphates,
- Mercury derivatives,
- Diphenyl, triphenyl and polychlorides,
- Methane (Ugilec 141, Ugilec 121 and DBBT),
- Carcinogenic, mutagenic or toxic substances,
- Phenol salts, benzene salts, '2-naphthylamine' and its salts,
- Cadmium and its derivatives for the uses considered in REACH,
- Creosote,
- Pentachlorophenol.

Likewise, the following substances and components will be restricted as per REACH and the specific regulations for each material or substance and, where applicable, if not regulated by the foregoing, will be prohibited:

- Substances liable to break down ozone:
 - Chlorofluorocarbons (CFCs),
 - Hydrochlorofluorocarbons (HCFCs),
 - Halons,

Carbon tetrachloride,
Hydrobromofluorocarbons,
Methyl bromide.

- Ceramic fibres and all fibres with a diameter below 3 µm under EU Directive 2017/2398 of the European Parliament and of the Council.
- Non-encapsulated mineral wool as per Directive 1272/2008 of the European Parliament and of the Council and subsequent amendments, as per REACH and according to EN 4303.
- Formaldehyde under Directive 605/2014 of the European Parliament and of the Council, as amended by 491/2015.
- Polyurethane and polystyrene foam in the parts of the building occupied by personnel, according to European standard EN/14307/14308/14309 and the Council Directive of 21 December 1988 on the approximation of laws, regulations and administrative provisions of the Member States relating to construction products (89/106/EEC).
- Any substance or product included in Directive (EU) 2017/2398 of the European Parliament and of the Council of 12 December 2017 amending Directive 2004/37/EC on the protection of workers from the risks related to exposure to carcinogens or mutagens at work.

Any product with a radioactivity level that exceeds Spanish or European standards will be restricted. See the following websites:

https://ec.europa.eu/energy/en/topics/nuclear-energy/radiation_protection (Published by the European Commission),

<https://www.csn.es/normativa-del-csn/normativa-espanola> (Published by the Spanish Nuclear Safety Council).

The exposure of workers to chemical agents will be limited according to current legislation in general, and in particular with regard to Royal Decree 374/2001 of 6 April on the protection of the health and safety of workers against the risks related to chemical agents at work, and subsequent amendments.

Likewise, the exposure of workers to biological agents will be limited according to current legislation in general, and in particular with regard to Royal Decree 664/1997 of 12 May on the protection of workers against risks related to exposure to biological agents at work, and subsequent amendments.

12 OFFICE INTEGRATED MANAGEMENT SYSTEM

12.1 Energy efficiency

All electrical/electronic equipment assigned to the service and included in the Energy Star programme must be Energy Star certified. Likewise, all electrical/electronic equipment assigned to the service that is required by European legislation to have an energy rating, must comply with this requirement. Exceptions will only be made when

proof they do not exist on the market is given, and always with the approval of the Office. In the specific case of television sets and monitors, all such devices must have the highest possible energy efficiency rating (class A+++ according to [Royal Decree 1390/2011](#) or class A according to [Regulation EU/2017/1369](#)).

As regards the incorporation of new equipment at the request of the Office, whether by purchase, lease or rental, the Office will make the request in writing, giving details of the technical specifications required for each product or item of equipment. These technical specifications must highlight environmental impact and sustainability criteria. As a guideline, such criteria may refer to:

- Energy efficiency
- Low water consumption
- % recyclability of equipment materials
- Low noise level

Other environmental certificates (e.g. eco-design).

Verification: During the term of the contract, when requests for bids are made, the Office's contract manager will include the aforementioned environmental requirements and consult with the Environment team and the Energy Manager of the Infrastructures & Buildings Department. The Office will require the Contractor to provide documentary evidence.

As an exception, if the Contractor cannot find, on the market, equipment that meets the criteria required, it must explain why and submit an alternative to the Office, which will ultimately decide whether or not the exception is acceptable.

12.2 Steps to be taken to improve energy efficiency

Ensure that the company providing the service is committed so that, without compromising its main undertaking:

- It works proactively in the search for energy inefficiencies (for example, equipment or lights left on after hours, water leaks, air conditioning equipment left on in unoccupied and unnecessary places), reports them to the 24h service of the maintenance company so that the latter takes immediate action, and plays its part in ensuring energy efficiency in the buildings (for example, turning off lights with a manual switch, promoting the use of the stairs instead of lifts when doing rounds, etc.).
- It contributes to specific initiatives such as Earth Hour®, following the Office's instructions.

Once the contract has been awarded, the Contractor must provide a procedure or a plan of action to be implemented with the aim of achieving greater energy efficiency in Office facilities.

Verification: During the term of the contract, the Office's contract manager will check that the procedure delivered and approved is being complied with.

13 RULES, REGULATIONS AND STANDARDS

The Contractor must guarantee that its service complies, specifically and in full, with the local and national legislation in force; in particular, in Spain, the following main rules and regulations are applicable:

- Law 5/2014 of 4 April on Private Security.
- Royal Decree 2364/1994 of 9 December approving the Private Security Regulation.
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- European data protection guidelines 'The EDPS Video-Surveillance Guidelines dated 17 March 2010' and any subsequent amendments. See the link:

http://www.edps.europa.eu/EDPSWEB/webdav/site/mySite/shared/Documents/Supervision/Guidelines/10-03-17_Videovigilancia_Guidelines_EN.pdf

- Royal Decree 188/2016, of 6 May, approving the Regulation that establishes the requirements for the marketing, operationalisation and use of radio equipment, and regulates the procedure for the evaluation of compliance, market surveillance and the system of penalties for telecommunication equipment.
- Royal Decree 186/2016 of 6 May regulating the electromagnetic compatibility of electrical and electronic equipment.
- The services included in this framework contract must comply with the ISO 27001 standard on information security.

14 PREVENTION OF OCCUPATIONAL HAZARDS

14.1 Training and information

The Contractor must, if required, submit documentation to the Office showing that the workers assigned to this contract have received occupational hazards prevention training, a legal requirement, prior to carrying out work at the facilities, in accordance with Article 19 of Law 31/1995 on the prevention of occupational hazards, and that they have received adequate information on that subject, pursuant to Article 18 of this law.

The Office may require the Contractor to update this information and/or training, along with any other additional training, in the light of, for example, organisational or

operational changes, changes in existing hazards or the introduction of new processes or new work equipment.

The workers assigned to this contract must be fully available to attend any training (courses, talks, etc.) organised by the contracting body if required to do so, especially, though not exclusively, training on the subjects of safety and emergencies.

14.2 Personal protective equipment

The Contractor will provide workers with personal protective equipment appropriate to the duties they must perform, and will ensure effective use of this equipment. The equipment will be certified and will bear the CE mark. Similarly, the equipment must be properly maintained and periodically replaced in accordance with the manufacturer's instructions. The contracting body may require the equipment to be renewed where it considers, justifiably, that the equipment is being misused or is in poor condition.